

REMARKS

On page 2 of the Office Action, Claims 21-31, 41, 43-51, 53, 55, 56 and 58-66 are rejected under 35 U.S.C. §112, second paragraph. Applicant has amended the claims herein to point out and distinctly claim the subject matter which applicant regards as the invention. Accordingly, the rejection is believed to have been overcome.

On page 3 of the Office Action, Claims 21-31, 41, 43-51, 53, 55, 56 and 58-66 are rejected under 35 U.S.C. 103(a) as being unpatentable over Bigari (U.S. Patent No. 5, 010,485).

Primarily, independent Claims 21 and 41 each recite, in part, “entering data that identifies a credit or debit amount into a point of sale terminal...[and] transmitting the data that identifies the credit or debit amount from the point of sale terminal to a separate network.” Applicant respectfully points out that although the Examiner cites the Bigari Abstract as well as Bigari Claim 23 as disclosing the portions of Applicant’s Claims 21 and 42 listed above, in fact, these cited portions fail to disclose any point of sale or point of purchase station whatsoever, let alone “entering data that identifies a credit or debit amount into a point of sale terminal...[and] transmitting the data that identifies the credit or debit amount from the point of sale terminal to a separate network.”

Bigari generally discloses “at least one payment voucher producing apparatus and at least one point of purchase sale station...*at different locations within the facility of a merchant,*” (Col. 4:56-60) (emphasis added). Bigari further discloses “a host institution verification center...which institution administers customer accounts,” (Col. 6: 17-19). The steps disclosed by Bigari include interacting with the payment voucher producing apparatus to obtain approval by the host for a voucher amount (Col. 11: 29-60). A voucher is printed, and taken to the point

of purchase station for a purchase (Col. 12: 1-5). The voucher is updated with an actual purchase amount, and the updated amount is communicated from the point of purchase station to the voucher producing apparatus (Col. 12: 5-20), where the voucher apparatus may then communicate with the host to update the customer and merchant accounts. The fact that the point of purchase station as disclosed in Bigari fails to interact with the host or a “separate network” is explicitly described, as Bigari discloses:

“[I]t is possible to periodically update the transaction at the host institution *by means of the payment voucher processing apparatus 10*. Here, the merchant enters, at 232, a password to activate the updating function. Microprocessor 12 generates a credit total, at 234, which is the aggregate sum of all updated actual purchase amounts received from cash register processor 32. Microprocessor 12 activates, at 236, the autodialer 18 which opens a line to the host institution,” (Col. 10:41-50) (emphasis added).

The point of purchase station, as disclosed in Bigari, only communicates with the payment voucher apparatus, *and never interacts with the host*. The payment voucher apparatus is clearly not a “separate network.” As such, Bigari fails to disclose “transmitting the data that identifies the credit or debit amount from the point of sale terminal to a separate network.” In Bigari, the point of purchase station only communicates with the payment voucher apparatus, both of which are at the same merchant’s facility. Bigari therefore cannot anticipate or render obvious the feature of “transmitting the data that identifies the credit or debit amount from the point of sale terminal to a separate network,” as stated in Applicant’s independent Claims 21 and 41.

Independent Claims 21 and 41 further recite, in part, “receiving by the payee an amount of money based on the credit amount of the data *during the financial transaction*,” (emphasis added). The Examiner indicates his belief that Bigari discloses the above in the Abstract, at

Column 2, lines 1-5 and Column 5 lines 9-26. However, Applicant respectfully points out that neither the Abstract nor the remaining cited portions of Bigari make any mention whatsoever of “receiving by the payee an amount of money,” let alone receiving such money “during the financial transaction.” To the contrary, Bigari specifically states, “When the customer reaches the point of purchase sale, the voucher is inserted in voucher reader 34...If the purchase amount is less than or equal to the maximum charge amount, the voucher is updated by register printer 38 to index the voucher with the actual purchase amount, as is shown at 212. ***The purchase is finalized at 214.*** The merchant retains receipt A at 216 and the customer is given receipt B as is shown at 218.”(Col. 10:13-34) (emphasis added). Bigari further discloses:

“In addition, when the purchase is finalized at 214, the updated transaction information is transmitted, at 220, to microprocessor 12. As is represented at 230 in FIGS. 6 and 7, it is possible to ***periodically update*** the transaction at the host institution by means of the payment voucher processing apparatus 10...The host institution then, in the normal course of its business, charges the purchase amount against the customer account, as is shown at 250. When all updated transactions are transmitted to the host institution, microprocessor 12 transmits the credit total, as is shown at 252, to the host institution and, as is shown at 254, the host institution then credits the merchant account by transferring funds to the merchant in an amount equivalent to the credit total,”(Col. 10:41-68; Col. 11:1-6)(emphasis added).

As clearly set forth, Bigari discloses that the transaction is finalized and completed upon issuance of an updated voucher to the customer. Subsequently, ***at a later time***, the merchant transmits updated information to the host, and later receives a credit or payment.

In addition, independent Claims 21 and 41 each recite, in part, “transmitting the data representing a debit or credit to the” payee or merchant, respectfully. The Examiner indicates his belief that Bigari makes such disclosure in the Abstract and/or in claim 28. Again, Applicant respectfully points out that neither the Abstract nor Claim 28 of the Bigari reference makes any

mention of “transmitting the data representing a debit or credit to the” payee or merchant. To the contrary, the Abstract only refers to the merchant transmitting information to the host institution, while Claim 28 recites “where the host institution has means for updating the file of available credit limit for the respective customer card to recredit each file with any difference between the maximum charge amount deducted from the respective file and the actual charge amount against the respective file”. In other words, this claim refers to the host affecting the customer file, and fails to disclose any transmission to the merchant. In fact, Bigari fails to disclose transmitting any information regarding the transaction to merchant. Rather, Bigari discloses:

“The host institution edits its customer accounts, at 162, so that each customer account is updated to release the difference between the actual purchase amount and the approved maximum credit amount for each respective account, at 164, and the host charges its customer members with the actual purchase amount for each transaction, as is shown at 166. Further, when transmission of all updated transactions is completed, microprocessor 12 transmits, at 170, the credit total generated at 138. When this occurs, the host institution *credits the merchants account*, at 172. Thereafter, in the normal course of its business, *the host institution actually transfers these funds* into the merchant's designated electronic funds account.”(emphasis added)

As explicitly stated, Bigari discloses a one-way transmission of data from the merchant to the host institution, where the host institution later credits the merchant's accounts and transfers fund. Bigari fails to make any indication or disclosure of transmitting data back to the merchant regarding the transactions, let alone “transmitting the data representing a debit or credit to the” payee or merchant as stated in Applicant's Claims 21 and 41. Furthermore, as discussed above, the merchant and/or point of sale terminal as disclosed in Bigari only provides *outgoing* communication to the payment voucher apparatus, and never receives any *incoming* transmission or data whatsoever.

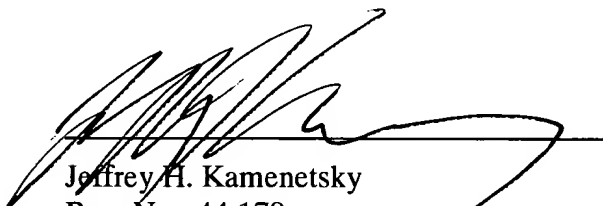
Accordingly, as Bigari fails to disclose “transmitting the data that identifies the credit or debit amount from the point of sale terminal to a separate network,” or “receiving by the payee an amount of money based on the credit amount of the data during the financial transaction,” as stated in Applicant’s independent Claims 21 and 41, and further fails to disclose “transmitting the data representing a debit or credit to the” payee or merchant, Bigari can neither anticipate nor render obvious Claims 21 or 41. As such, the rejection is unsupported by the art, and a withdrawal of the rejection is respectfully requested. Further, a withdrawal of the rejection of Claims 22-31, 43-51, 53, 55, 56 and 58-66 is requested as they depend from independent Claims 21 and 41, respectfully.

For all of the above reasons, the claim objections are believed to have been overcome placing Claims 21-31, 41, 43-51, 53, 55, 56 and 58-66 in condition for allowance, and reconsideration and allowance thereof is respectfully requested.

The Examiner is encouraged to telephone the undersigned to discuss any matter that would expedite allowance of the present application.

Respectfully submitted,

Date: February 13, 2007

A handwritten signature in black ink, appearing to read 'Jeffrey H. Kamenetsky', is written over a horizontal line.

Jeffrey H. Kamenetsky
Reg. No.: 44,179
Attorney for Applicant(s)
Christopher & Weisberg, P.A.
200 East Las Olas Boulevard
Suite 2040
Fort Lauderdale, Florida 33301
Customer No. 31292
Tel: (954) 828-1488
Fax: (954) 828-9122

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